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13 UNITED STATES BANKRUPTCY COURT  
14  
15 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

16 In re  
17 PG&E Corporation,  
18 and  
19 PACIFIC GAS AND ELECTRIC  
20 COMPANY,  
21 Debtors.

Case No. 19-30088-DM  
Chapter 11  
Lead Case, Jointly Administered

**SUPPLEMENTAL DECLARATION OF  
SCOTT BATES IN SUPPORT OF REPLY  
TO OPPOSITION TO MOTION FOR  
RELIEF FROM PLAN INJUNCTION, TO  
COMPEL ARBITRATION AND/OR FOR  
ABSTENTION**

22 ☐ Affects PG&E Corporation  
23 ☒ Affects Pacific Gas and Electric Company  
24 ☐ Affects both Debtors  
\*All papers shall be filed in the Lead Case,  
25 No. 19-30088-DM,

Date: September 29, 2021  
Time: 10:00 a.m.  
Crtrm.: Courtroom 17  
450 Golden Gate Avenue  
San Francisco, CA 94102  
Judge: Hon. Dennis Montali

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1 I, Scott Bates, declare as follows:

2 I am over the age of eighteen (18), provide this declaration in support of Fulcrum Credit  
3 Partners, LLC's Reply to Pacific Gas and Electric Company's Opposition to Motion for Relief  
4 from Stay, to Compel Arbitration, and/or Abstention, provide this testimony based on my personal  
5 knowledge, and would testify consistently herewith if called to do so.

6 1. I am the managing member of Tuscan Ridge Associates, LLC ("Tuscan"). Tuscan  
7 is the owner of real property located in Paradise California commonly identified as Assessor's  
8 Parcel Nos. 040-520-103 and 040-520-100 (the "Property").

9 2. On or about, November 20, 2018, Tuscan and PG&E executed the Letter  
10 Agreement (the "Agreement") which memorialized PG&E's restoration and maintenance  
11 obligations relative to the Property and arbitration process.

12 3. In early February, PG&E informed Tuscan that it planned to vacate the Property by  
13 the end of February.

14 4. Additionally, in early February Tuscan hired Algie Pulley, the architect of the golf  
15 course, and Melton Design Group to prepare a cost estimate relating to PG&E's restoration  
16 obligation. The initial cost estimate is dated March 5, 2019. When Tuscan engaged Mr. John  
17 Moreno of Sierra West Group to prepare an updated cost estimate based on industry standard  
18 costs, he was asked to prepare the estimate based on the condition of the Property when PG&E  
19 vacated as reflected in the original Melton Group cost estimate.

20 5. Consistent with its notification to Tuscan, PG&E vacated the Property on or about  
21 the end of February 2019.

22 6. Shortly thereafter on or about March 7, 2019, I met with PG&E and representatives  
23 from its outside contractor, Turner Construction, to meet and confer regarding PG&E's  
24 obligations with respect to the restoration of the Property to its Baseline Condition, as required by  
25 the Agreement. Specifically, I met with Tom Crowley from PG&E and Tim Blood from Turner  
26 Construction. During this meeting, I provided PG&E with a copy of the initial cost estimate.

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1           7.       Later in March 2019 and on multiple occasions, I met with PG&E representatives,  
2 including Mr. Tom Crowley, at the Property. During the first of these subsequent meetings,  
3 PG&E pointed out that the initial cost estimate was incomplete and missing line items.  
4 Specifically, PG&E indicated that two golf course holes, which PG&E damaged, were not  
5 included in the initial estimate. Additionally, PG&E representatives told me that it intended to  
6 make a monetary payment to Tuscan as opposed to actually performing the restoration work itself.  
7 As such, Tuscan asked Mr. Pulley and Melton Design Group to revise the cost estimate based on  
8 PG&E's input.

9           8.       On or about March 21, 2019, Tuscan provided PG&E with Mr. Pulley's and  
10 Melton Group's revised cost estimate concerning PG&E's restoration obligation.

11           9.       Tuscan did not hear from PG&E until approximately June 26, 2020 when Mr.  
12 Crowley appeared at the Property. Mr. Crowley was granted access to the Property. At no point  
13 in time did Mr. Crowley or any other PG&E representative contact me to discuss ECC  
14 Constructors LLC's ("ECC") presence on the Property, object to ECC's use of the Property, or  
15 request access to the Property to perform restoration activities.

16           10.      ECC entered and began occupying the Property on or about April 14, 2019.

17           11.      Despite ECC's presence on the Property, had PG&E stated that it desired to  
18 perform the restoration activities, Tuscan was prepared and able to allow PG&E access to perform  
19 such restoration work, no request was ever made.

20           12.      At no point in time did Tuscan terminate the Agreement.

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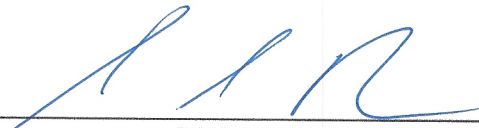
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1           13.     After ECC vacated the Property, Tuscan filed a lawsuit against ECC in Butte  
2 County. Ultimately, Tuscan Ridge did not pursue a damages claim against ECC for damage to the  
3 Property.

4           I declare under penalty of perjury under the laws of the United States of America that the  
5 foregoing statements are true and correct.

6  
7 September 22 2021

8 By: \_\_\_\_\_



9 SCOTT BATES